



## **SECTION V: EMPLOYEES**

## **POLICY 5000**

### ADMINISTRATOR LEAVE

#### **Sick Leave**

Sick leave will be provided to administrators at the rate of one (1) day for each month worked. An administrator may accumulate up to 120 days of sick leave.

An administrator may use sick leave for personal accidental injury, illness or pregnancy, or accidental injury, or illness in the immediate family. Immediate family is defined as father, mother, brother, sister, husband, wife, child (this includes foster child), grandparent, or grandchild, and corresponding in-laws and corresponding step relatives.

If an administrator is absent for three (3) or more consecutive days, the district reserves the right to require acceptable evidence of sickness or injury before allowing sick leave benefits. If an administrator fails to provide the requested documentation for their illness/injury, resulting in absences in excess of their annual sick leave accrual, this could be considered excessive absenteeism and a misuse of sick leave. Any misuse or use of sick leave for other purposes may result in disciplinary action or termination.

Sick leave may be used for routine dental or medical appointments.

The cumulative sick leave allowances for permanent part time administrators shall be proportioned to the amount of time worked.

An administrator may use no more than 120 sick days annually, to include the sick leave sharing bank, as excess sick days are banked for retirement purposes only.

When an administrator has exhausted all accumulated sick leave, the administrator may request sick leave donations under the School District's Sick Leave Donation Policy.

A newly hired administrator shall be credited a maximum of sixty (60) days for sick leave earned in another Oklahoma public school district provided:

1. The administrator was employed by an Oklahoma public school district the preceding school year; and
2. The number of days to be transferred into the School District has been certified in writing by the sending school district.

#### **Epidemics/Pandemics**

District teachers and administrators shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order. Teachers and Administrators are not required to use leave for time lost in these circumstances if the campus is closed and no work is assigned.



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This provision does not prevent the District from requiring teachers and administrators to telework from home or another site when the school campus is closed due to an epidemic. Teachers and administrators who have been directed to telework who are unable to work from home or another site due to illness or another reason should utilize their accrued leave to cover their absence.

For the 2021-2022 fiscal school year, a total of ten (10) COVID leave days may be given to each employee. A positive COVID test result must be provided to Human Resources.

### Personal Business Leave

The district shall provide for all administrators three (3) days of unrestricted personal business leave per school year. Administrators hired within a school year, may receive a prorated amount according to hire date.

Requests for personal leave shall be made in advance of time needed, when possible. Personal leave may not be used before or after a holiday, except with prior supervisor approval.

Administrators will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the certified substitute rate for each unused personal business leave day.

An additional three (3) days of personal business leave with full pay can be utilized each year for military family leave. Formal documentation of the occasion (graduation, deployment, return to stateside, etc.) must be provided to human resources at least five (5) business days in advance of the absence. Proof of attendance shall be given to the site principal or supervisor upon return. This leave may be utilized for immediate family members. For this purpose, immediate family member is defined to be husband, wife, son, daughter, mother, father, brother, sister, foster children, grandparent, grandchild, and corresponding in-laws and/or step-relatives.

### Bereavement Leave

All administrators will be granted bereavement leave as follows:

- Five (5) days:** In the event of the death of a spouse, child, parent, or corresponding in-laws or corresponding step relatives.
- Three (3) days:** In the event of the death of a sister, brother, grandparent, grandchild, or corresponding in-laws or corresponding step relatives.
- One (1) day:** In the event of the death of an aunt, uncle, niece, nephew, or corresponding in-laws or corresponding step relatives.

Bereavement leave may be taken any time within thirty (30) days of the death of the relative. Days do not have to be taken in consecutive order.

The District reserves the right to require proof of the death before allowing bereavement leave.



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#### **Vacation Leave**

Administrators in full-time, twelve (12)-month assignments shall be allowed vacation time annually according to the following schedule:

Less than 10 years of service: 20 days  
10 or more years of service: 25 days

Vacation time shall accrue at the following rate based on qualifying years of service:

Less than 10 years: 1.67 days per month  
10 or more years: 2.08 days per month

To be eligible for the career vacation schedule of 10 or more years of service, an administrator must have completed 10 or more years of service with Broken Arrow Public Schools or any other educational entity.

Vacation must be requested three (3) days in advance of the time needed and requires supervisor approval. In extenuating circumstances, the supervisor may approve vacation without prior notice, if it does not interfere with the operations of the district.

Administrators may accrue a maximum of 240 hours (30 days). No further vacation time will be earned until vacation time has been used to reduce the number of accrued hours below 240.

Administrators on unpaid leave do not accrue vacation benefits.

Unless otherwise provided by an administrator's contract, upon termination of employment, each administrator shall be entitled to be paid for all accrued unused vacation days at their daily rate for the current school year.

Vacation will accrue from the first month of employment. Vacation will begin to accrue on the last Monday of the month following start date.

To facilitate a smooth transition in staffing, vacation time shall not be taken during the notice period prior to voluntary employment termination, unless an emergency situation is documented. Such exceptions require approval by the Human Resources department.

In the event assignment to a full-time, 12-month position is made after the start of the fiscal year (July 1), or initial employment occurred after the start of the fiscal year (July 1), vacation will be pro-rated for that year.

Reference: 70 OKLA. STAT. §6-101, 70 OKLA. §6-104, 70 OKLA. STAT. §6-104.1, 70 OKLA. STAT. §6-104.5, 70 OKLA. STAT. §6-105, Atty. Gen. Op. No. 76-161.

Source: *Broken Arrow Board of Education policy adoption, July 13, 2009.*  
*Broken Arrow Board of Education policy revised, July 10, 2017.*



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*Broken Arrow Board of Education policy revised, June 25, 2018.*

*Broken Arrow Board of Education policy revised, August 10, 2020.*

*Broken Arrow Board of Education policy revised, <DATE>.*



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## **POLICY 5065**

### CRIMINAL HISTORY AFFIDAVITS FOR CONTRACTORS

The district seeks to ensure that individuals who will be present on district property do not have prior criminal histories indicating that their presence poses a threat to the safety of students and employees. Therefore, and in accordance with applicable law, individuals and entities that enter into certain contracts with the district involving the performance of work/services on district property shall be required to execute criminal history affidavits as set forth below.

#### Definitions

1. Contractor - A person or business having a contract with the district under which the contractor and/or employees of the contractor will (1) perform services on the property of the district, and/or (2) perform work on a full-time or part-time basis that would otherwise be performed by district employees.

#### Criminal History Affidavits Required for Contractors

Prior to board approval of any contract between the district and a contractor, an authorized representative of the contractor shall be required to execute and deliver to the district an affidavit declaring under penalty of perjury that (1) no individual working on district premises under authority of the contractor is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act, and (2) no individual who will perform work on district premises that would otherwise be performed by district employees under the authority of the contractor has been convicted in the United States of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a pardon for the criminal offense. The affidavit shall be in the form attached to this policy.

No contractor shall be permitted to perform work/services on district property until the contractor or an authorized representative of the contractor has executed and delivered a criminal history affidavit as required by this policy.

Individuals/business/other entities that do not fall within the definition of a “contractor” set forth above, including, but not limited to, vendors, volunteers, college/professional/military recruiters, architects and/or attorneys, are not required to provide criminal history affidavits.

#### Requests for Felony Records Searches by Contractors

Contractors whose employees will perform work on a full-time or part-time basis that would otherwise be performed by district employees may submit requests for felony records searches regarding their employees to the State Board of Education (“OSBE”). It shall be the sole responsibility of the contractor to request



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appropriate felony records searches regarding the contractor’s employees from the OSBE consistent with the requirements of this policy.

**CONTRACTOR’S CRIMINAL HISTORY AFFIDAVIT**

**STATE OF OKLAHOMA )**  
**) ss:**  
**COUNTY OF \_\_\_\_\_ )**

The undersigned, under penalty of perjury, certifies to Independent School District No. 3 of Tulsa County, Oklahoma (the “District”) as follows:

1. I am a duly authorized representative of \_\_\_\_\_ (the “Contractor”).
2. The Contractor seeks to enter into a contract with the District under which employees of Contractor will perform work and/or render services on the property of the District.
3. I hereby certify that no employee of the Contractor who will perform work on District premises that would otherwise be performed by District employees has been convicted in the State of Oklahoma, the United States or another state, of any felony offense, unless ten (10) years has elapsed since the date of the criminal conviction or the individual has received a presidential or gubernatorial pardon for the offense.
4. I hereby certify that no employee of the Contractor who will perform any work on District premises is currently registered or required to register under the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.
5. The Contractor and/or its authorized representative(s) \_\_\_\_\_ has OR \_\_\_\_\_ has not obtained a felony record search of employees who would be assigned to work on a part-time or full-time basis on the property of the District from the Oklahoma State Board of Education.
6. This Affidavit is intended to comply with OKLA. STAT. tit. 70, § 6-101.48.

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Organization Name (“Contractor”)**



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**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
[SEAL]

Reference: OKLA. STAT. tit. 70, § 6-101.48

Source: *Broken Arrow Board of Education policy adoption, <DATE>.*



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## **POLICY 5095**

### **CRIMINAL RECORDS SEARCHES**

It shall be the policy of the District that it will obtain the results of a national criminal history record check, as defined by OKLA.STAT.tit.74 § 150.9, of every prospective school district employee and conduct an annual search of the Oklahoma Sex Offender and Mary Rippey Violent Crime Offender Registries with respect to all employees who offer or provide services to children, including but not limited to secondary students. The district shall also obtain an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation for all prospective teachers.

The provisions of this policy shall not apply to school district employees hired on a part-time or temporary basis for the instruction of adult students only.

#### **National Felony Record Search of Prospective Employees**

During the first interview with each employment applicant, school district will advise the applicant that:

1. The district requires a national criminal history record check of every prospective employee as a condition of employment. The district also requires an Oklahoma criminal history record check for every prospective teacher;
2. To enable the district to request the search and obtain the results, the applicant must complete and sign an authorization and release form provided by the district;
3. The district will only request a felony record search if the superintendent recommends employment of the applicant;
4. If the superintendent recommends employment of the applicant, the applicant must permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the national criminal history record check and/or the Oklahoma criminal history record check search; and
5. The Board of Education shall not have the authority to enter into any written contract with a prospective teacher who does not have an Oklahoma criminal history record check on file with the district. No prospective teacher shall be permitted to perform work or render services to the district without such record check on file. A prospective teacher who has an Oklahoma criminal history record check on file with the district, but is awaiting the results of the national criminal history record check, may perform services for the district subject to the provisions of paragraph 6 below.
6. The applicant, if placed on duty prior to receipt of the national criminal history record check results, will be classified as a temporary employee until the district is notified that the search is clear of any felony conviction(s) within the past ten (10) years, or at any time if the conviction shows a tendency to be a danger to the health/safety of students or if the conviction indicates a potential conflict with the duties to be performed by the applicant. All criminal history record searches will be made in compliance with the Federal Fair Credit Reporting Act.





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If the results of the national criminal history record check are not received by school district within sixty (60) days, if the record check reveals a prior felony offense conviction(s) within the past ten (10) years or at any time if the conviction shows a tendency to be a danger to the health/safety of students, if the conviction indicates a potential conflict with the duties to be performed by the applicant, or if the record check reveals a false response to one or more of the questions on the authorization and release, the applicant shall be deemed to have resigned his or her employment. The administration will review the facts and circumstances of each situation and decide whether to recommend the resignation be accepted. Such resignation may be accepted by the Board of Education at any time. Under these circumstances, the applicant waives any due process procedures which might be available under federal and state law and school district policies and procedures. The sixty (60) day temporary employment period shall begin on the first day the prospective employee reports for duty at the school district.

The district may waive the requirement to obtain an initial national criminal record check for any prospective employee who has obtained certification from the Oklahoma State Department of Education within the past twelve (12) months.

The district may waive the requirement to obtain a new records search if the applicant for a full-time teaching position has been employed as a full-time or substitute teacher in another Oklahoma school district, produces a copy of an existing national criminal history record check from within the past five (5) years, and produces an original letter from the former district stating that the employee left in good standing.

#### **Felony Record Searches of Current Employees**

The following rules apply to requests for record checks regarding current employees of the district:

##### A. General Rules

When the district seeks to obtain a record check regarding a current district employee pursuant to the terms of this policy, the employee who is the subject of that record check must complete and sign an authorization and release form provided by the district. The employee shall permit himself/herself to be fingerprinted, if applicable, provide a social security number and provide any other information necessary to facilitate the record check. The district shall be responsible for the payment of fees associated with record checks regarding current district employees.

##### B. Current Teachers Not Eligible for Retirement

The district will review the personnel records of all certified teachers currently employed by the district who (1) were employed by the district as of May 19, 2020, and (2) **are not** eligible for retirement through the Oklahoma Teachers' Retirement System, in order to determine whether the district has both an Oklahoma criminal history record check from the Oklahoma State Bureau of Investigation (the "OSBI") and a national criminal history record check on file for each teacher. In the event that the district does not have both of the above-referenced record checks on file regarding a teacher, the district will obtain the record check(s) it did not previously have on file for that teacher prior to the deadline for that teacher to renew his or her teaching certificate.



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#### C. Current Teachers Eligible for Retirement

The district will review the personnel records of all certified teachers currently employed by the district who (1) were employed by the district as of May 19, 2020, and (2) **are** eligible for retirement through the Oklahoma Teachers' Retirement System, in order to determine whether the district has both an Oklahoma criminal history record check from the OSBI and a national criminal history record check on file for each teacher. In the event that the district does not have both of the above-referenced record checks on file regarding a teacher, the district will obtain the record check(s) it did not previously have on file for that teacher no later than the earlier of (1) July 1, 2022, or (2) the deadline for the renewal of the teacher's teaching certificate.

#### D. Other Employees

The district will review the personnel records of all other current employees of the district who were employed by the district as of May 19, 2020, in order to determine whether the district has both an Oklahoma criminal history record check from the OSBI and a national criminal history record check on file for each employee. In the event that the district does not have both of the above-referenced record checks on file regarding an employee, the district will obtain the record check(s) it did not previously have on file for that employee no later than July 1, 2022.

#### E. Record Checks Upon Request of the Board or Superintendent.

The district will request an Oklahoma criminal history record check and/or national criminal history record check regarding any current school district employee if the board of education or superintendent requests a search of that employee's felony record.

#### **Felony Record Searches of Substitutes**

The district may, in its discretion, require a national criminal history record search for substitutes of the same type and using the same standards applicable to prospective employees, or it may obtain a current records search, if available, from a school district that employed the substitute in the year preceding prospective employment by school district. Likewise, any person seeking employment as a substitute who has been employed as a full-time teacher by a school district in the State of Oklahoma in the five (5) years immediately preceding application for employment as a substitute, is not required to obtain a national criminal history record check if the teacher produces a copy of a national criminal history record check completed within the preceding five (5) years and a letter from the school district in which the teacher was last employed stating the teacher left in good standing. Similarly, any person seeking employment as a substitute who has been employed as a full-time teacher by school district for ten (10) or more consecutive years immediately preceding application for employment as a substitute and who left full-time employment with school district in good standing is not required to have a national criminal history record check for as long as the person remains employed as a substitute for consecutive years by school district.

Substitute teachers who are subject to the national criminal history record check will be required to pay a search fee.



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#### **Felony Record Searches of Volunteers**

The district may, in its discretion, require a national criminal history record search for any volunteer, who has substantive contact with minor students, of the same type and using the same standards applicable to prospective employees or some other national criminal history records search that uses social security numbers instead of fingerprints. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

#### **Felony Record Searches of Contractors or Vendors**

The district may, in its discretion, require a national criminal history record search for any contractor or vendor who has substantive contact with minor students, or the same type and using the same standards applicable to prospective employees or some other national criminal history records search that uses social security numbers instead of fingerprints. All felony record searches will be made in compliance with the Federal Fair Credit Reporting Act.

#### **Annual Search of Sex Offender and Violent Crime Offender Registries**

Pursuant to OKLA.STAT. tit. 57, § 589, the district shall conduct an annual name search against the Oklahoma Sex Offenders Registry and the Mary Rippy Violent Crime Offenders Registry of all district employees who provide or offer services to secondary students and children.

Reference: OKLA. STAT. tit. 70, § 5-142; OKLA. STAT. 74, § 150.9; OKLA. STAT. tit. 57, § 589.

Source: *Broken Arrow Board of Education policy adoption, July 13, 2009.*  
*Broken Arrow Board of Education policy re-adoption, September 12, 2016.*  
*Broken Arrow Board of Education policy revised, December 11, 2017.*  
*Broken Arrow Board of Education policy revised, November 12, 2018.*  
*Broken Arrow Board of Education policy revised, November 9, 2020.*  
*Broken Arrow Board of Education policy revised, <DATE>.*



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## POLICY 5125

### EMPLOYEE RETIREMENT PROGRAM (TRS)

#### General

~~This policy shall govern the authority under which the pension plan for the District, the Oklahoma Teachers' Retirement System, is established and may be amended. If there is any conflict between this policy and governing law or the regulations thereunder, the law shall supersede this policy.~~

#### Participation

~~All classified personnel, as defined in Title 70, Okla. Statutes, Section 17-101 which include teachers and other certified employees of common schools must join TRS. Membership is optional for non-classified employees of public educational institutions who work at least 20 hours per week.~~

#### Contributions to Plan

~~The Board of Education has assumed the payment of the retirement contributions for all certified staff, administrators, and exempt salaried support employees, contributing 7.5269% of their base pay to the Oklahoma Teachers' Retirement System. Any amendments to this contribution must be approved by the Board of Education that meet the guidelines as set forth in the negotiated agreement with the Broken Arrow Education Association.~~

~~If hourly support employees choose to join the retirement plan, they contribute 7% of their base pay which is deducted from their base pay through payroll deduction and remitted to the retirement plan.~~

#### Disbursements

~~The Board of Education acknowledges that the future disbursements to retirees through the plan are the sole and express responsibility of the Oklahoma Teachers' Retirement System and the State of Oklahoma.~~

#### Reporting

~~The Oklahoma Teachers' Retirement System (TRS) provides a MyTRS member portal for members. MyTRS lets all members view detailed information specific to you. Members may review account balances, number of how many years of service credit you have toward retirement and salary history. In addition, members can view their annual member statement, estimated retirement eligibility information, and generate hypothetical retirement benefit estimates. Retired members can see their retirement payment history as well as your 1099 tax forms. Employees are responsible for reviewing the OTRS statement and immediately notifying both the OTRS system and the District of any possible errors.~~

Source: *Broken Arrow Board of Education policy adoption, November 9, 2015.*  
*Broken Arrow Board of Education policy revised, November 4, 2019.*  
*Broken Arrow Board of Education policy deleted, <DATE>.*



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## POLICY 5160

### FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE

#### FAMILY AND MEDICAL LEAVE

It is the policy of the District to comply fully with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and all its related revisions, including the National Defense Authorization Act (NDAA), collectively referred to in this policy as “FMLA.” The District is a covered employer and, accordingly, will provide up to 12 workweeks of unpaid leave to eligible employees. This leave must run concurrently with any paid leave the eligible employee has available. Eligible employees may also be entitled to 14 additional workweeks of leave (26 workweeks total) for servicemember family leave.

Any employee utilizing FMLA leave is required to cooperate in matters of scheduling, providing prompt notice of the need to use leave and availability for return to work, completing paperwork, etc.

This policy is not intended to create any leave obligations for the District in addition to those provided under the FMLA. In the event any conflict exists between this policy and the FMLA, the FMLA will be the final authority.

#### Definitions

“Eligible employees” are those employees who:

- have been employed for at least one year by the District; and
- worked at least 1,250 hours during the previous 12-month period; and
- have requested leave for a reason covered by the FMLA; and
- there are at least 50 employees within a 75-mile radius.

Full-time instructional employees are deemed to have met the 1,250 hours of employment requirement if they worked full-time during the prior year.

- A “child” means a biological, adopted, foster or step child, a legal ward, an individual with an in loco parentis relationship with the employee or military member, and adult children who are physically or mentally incapable of self-care.
- A “serious health condition” is one that requires either in-patient care or continuing treatment by a health care provider. This includes conditions or illnesses affecting health to the extent that in-patient care is required, or absences are necessary on a recurring basis or for more than just a few days. A “serious health condition” does not include short-term conditions for which treatment and recovery are very brief as such conditions would normally be covered by the District’s sick leave policies.
- A “year” means a rolling 12-month period measured backward from the date an employee



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uses any leave.

- A “workweek” means the employee’s usual or normal schedule (hours / days per week) prior to the start of FMLA leave.
- A “covered military member” (for purposes of active duty leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves and who has been called to active duty. Veterans receiving treatment or therapy, or those who are recuperating and were discharged or released for any reason other than dishonorable discharge within the 5 years preceding the employee’s request for leave are also included in this definition.
- A “covered military member” (for purposes of servicemember family leave) is an individual serving in the Regular Armed Forces or the National Guard and Reserves who is undergoing treatment or therapy for a serious injury or illness incurred or exacerbated while on active duty.
- A “serious injury or illness” is an injury or illness incurred (or exacerbated) by the servicemember in the line of duty in the Armed Forces or National Guard and Reserves which:
  - may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or
  - resulted in the member receiving a VA Service Related Disability Rating of 50% or more; or
  - substantially impairs the veterans’ ability to be gainful employed; or
  - resulted in the member’s enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

### **Reasons for Leave**

All eligible employees who meet FMLA requirements may be granted leave as provided in this policy and required by law for the following reasons:

1. for the birth of a child and to care for such child, or placement for adoption or foster care of a child;
  - If both parents are employed by the District, the combined amount of FMLA leave cannot exceed 12 workweeks
2. to care for a spouse, child or parent with a serious health condition;



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3. for a serious health condition of the employee that makes the employee unable to perform his or her job functions;
4. for covered active duty leave with one or more of the following exigencies:
  - Short-notice deployment: employees can take up to 7 calendar days leave to address issues that arise from servicemembers' call or order to active duty seven calendar days or less prior to the date of deployment;
  - Military events and related activities: employees can take leave to attend official ceremonies, programs, or events sponsored by the military that are related to servicemembers' active duty or call to active duty or attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to servicemembers' active duty or call to active duty;
  - Childcare and school activities: employees can take leave to arrange alternative childcare, provide childcare on an urgent, immediate need (but not every day) basis, enroll in or transfer a child to a new school or day care facility, or attend meetings with school or day care staff (such as parent-teacher conferences) due to servicemembers' active duty or call to active duty;
  - Financial and legal arrangements: employees can take leave to make or update financial or legal arrangements to address servicemembers' absence while on active duty or call to active duty, such as executing powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, or obtaining military identification cards and to act as the servicemembers' representative before governmental agencies to obtain, arrange, or appeal military service benefits while servicemembers are on active duty or called to active duty and for 90 days following termination of active duty status;
  - Counseling: employees can take leave to attend counseling that is provided by someone other than a healthcare provider for servicemembers or their children for needs arising from servicemembers' active duty or call to active duty;
  - Rest and recuperation: employees can take up to 15 days leave to spend time with servicemembers on short-term, temporary rest and recuperation leave during a period of deployment;
  - Post-deployment activities: employees can take leave to attend arrival ceremonies, reintegration briefings and events and other official ceremony or program sponsored by the military that occurs within 90 days following termination of servicemembers' active duty status or to address issues arising



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from servicemembers' death while on active duty, including meeting and recovering the body and making funeral arrangements; and

- Additional activities: employees can take leave to address any other events that arise from servicemembers' active duty or call to active duty when the district and employee agree that such leave qualifies as an exigency and agree upon the timing and duration of the leave.
5. for servicemember family caregiver leave, provided that the leave (when combined with other forms of FMLA leave) does not exceed 26 workweeks during a 12-month period;
  6. for parental care leave to care for (including making arrangements for care, patient transfer and meetings with staff at a care facility) a parent-in-law who is unable to care for him/herself while the servicemember is on active duty.

#### **Application for Leave**

Employees who wish to utilize FMLA leave must submit an application for leave (with all required supporting documentation) on the forms available through the Human Resources department (the District will utilize all required forms as provided by the US Department of Labor. The forms are available at <http://www.dol.gov/whd/fmla/index.htm#Forms>). The District requests that, when practical, FMLA requests be submitted at least 30 days prior to the use of the leave. In emergency circumstances, the District may provisionally place an employee on FMLA leave if conditions appear to warrant such action. The employee is ultimately responsible for completing the necessary paperwork to finalize the use of FMLA leave at least 15 days in advance.

#### **Medical Documentation (for Leave Related to a Serious Medical Condition)**

In addition to all medical documentation required pursuant to the FMLA, the District may, in its sole discretion and at its own expense, require a second opinion related to the need for FMLA leave. If the first and second opinions differ regarding the need for FMLA leave, the District and the employee shall mutually agree upon a provider to conduct a third opinion of the employee's need for leave. The cost of this third opinion will be paid for by the employer.

The District may also require supplemental certifications of the employee's continuing need for leave. These certifications may not be more than one time per month unless the employee requests an extension of leave, changes circumstances regarding the illness or injury, or the District receives information that casts doubt on the validity of an existing certification.

In the event an employee wishes to request an extension of leave, such request must be promptly submitted to the Human Resources department with supporting documentation from the health care

provider regarding the reason for the extension. The extension is only available as long as the employee does not exceed the maximum leave permitted by the FMLA.





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### **FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE**

#### **Right to Conduct Surveillance**

In an effort to combat misuse of leave permitted by the FMLA, an employee may be surveilled to determine if the employee is not using the FMLA leave for the purpose for which it was granted. The District may conduct non-workplace (off-site) surveillance of an employee based on an honest belief or suspicion that the employee is misusing the FMLA leave granted. If the employee is found to be misusing the FMLA leave, the employee will be subject to all disciplinary action allowed by law, including but not limited to dismissal or nonrenewal. Circumstances which may give rise to an honest belief or suspicion of FMLA leave misuse include, but are not limited to, an employee providing inconsistent reasons for the FMLA leave, an employee engaging in a suspicious pattern of absences over a short period of time, verifiable information from co-workers evidencing misuse by an employee and significant changes in the frequency or duration of an employee's absences.

#### **Intermittent Leave or Leave on a Reduced Leave Schedule**

Eligible employees may request to use their available leave on an intermittent basis by following the same application and certification process as described above and under the following conditions:

- intermittent leave in connection with the arrival of a new child must be approved by the District;
- employees must coordinate the intermittent leave with their supervisor to attempt to reduce the negative impact of the leave on school operations;
- the District reserves the right to transfer the employee to a position better suited to intermittent leave;
- if an instructional employee will be absent more than 20% of the total working days in the period in which the leave will be used, the District may require the employee to either:
  - take leave for a "particular duration" or time which is not greater than the duration of the planned treatment, or
  - be transferred to an alternative position.

#### **Leave Taken Near the End of an Academic Term**

If an instructional employee begins any type of covered leave more than 5 weeks before the end of a semester, and if the leave will last at least 3 weeks and the employee would otherwise return to work during the 3 weeks before the end of the semester, the District may require the employee to continue taking leave until the end of the semester.

If an instructional employee takes leave (for a reason other than the employee's own serious health



## **SECTION V: EMPLOYEES**

## **POLICY 5160**

### **FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE**

condition) which commences during the 5 weeks before the end of the semester, and if the leave will last more than 2 weeks and the employee would otherwise return to work during the last 2 weeks of the semester, the District may require the employee to continue taking leave until the end of the semester.

If an instructional employee takes leave (for a reason other than the employee's own serious health condition) which begins during the last 3 weeks of the semester, and if the leave will last more than 5 working days, the District may require the employee to take leave until the end of the semester.

#### **The Effect of Leave on Benefits**

During a period of FMLA leave, an employee will be retained on the District's medical insurance plan under the same conditions that applied before leave began, including making any payments the employee previously made. An employee's failure to timely pay his/her share of the medical premium may result in loss of coverage. The employee is required to pay all of the premiums for any other type of insurance coverage which may exist.

If the employee fails to return to work after the expiration of the leave, the employee will be required to reimburse the District for payment of health insurance premiums during the FMLA leave, unless the reason for the failure to return to work are due to circumstances beyond the employee's control.

Employees do not accrue or lose any seniority or employment benefits during a period of FMLA leave.

#### **Return to Work**

Employees must update the Human Resources department regarding the intent to return to work, including providing all necessary releases and paperwork, at least 5 business days in advance of the expected return date.

Although the District cannot guarantee that an employee will be returned to his/her original position, employees will generally be restored to an equivalent position and employment conditions upon return from FMLA leave. Highly-compensated employees are those individuals who are salaried and are among the highest paid 10% of the employees employed within 75 miles of the employee's worksite. A highly-compensated employee may not be returned to work if it is necessary to prevent substantial and grievous economic injury to the operations of the District. The District will make all

determinations regarding job duties upon an employee's return from FMLA leave.

#### **Failure to Return from Leave**

Employees who fail to return to work when scheduled (absent an approved extension) are subject to immediate termination for cause, subject to applicable due process hearing rights.

### **BA MEDICAL LEAVE**



## SECTION V: EMPLOYEES

## POLICY 5160

### FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE

The District will offer BA Medical Leave for support employees ~~that work less than whose position does not meet the~~ 1,250 hours in a 12- month period. This will allow for consistent and fair leave for all employees, ~~and will follow the same guidelines and benefits of the Family and Medical Leave Act.~~

BA Medical provides job/position protection for up to 60 working days of unpaid leave a year .

- ~~Employees cannot miss more than fifteen (15) work days, excluding COVID, in the prior school year to be eligible.~~
- ~~The term “year” shall mean a rolling 12-month period measured backward from the date an employee uses any leave.~~
- Employees are required to use any sick, personal, or vacation leave available to them.

#### Reasons for Leave

- Serious illness of self, spouse, or child
- Maternity or paternity
- Foster placement or adoption

### ~~NON-FMLA EXTENDED MEDICAL SICK LEAVE~~

~~This section applies only to employees not covered under the Negotiated Agreement.~~

#### ~~0 through less than 1 year of service:~~

- ~~Employees do not qualify for Extended Medical Leave during this time.~~

#### ~~1-year through 4 years of consecutive service:~~

- ~~Extended Medical Leave may be granted up to an additional **30 working days** if employee has paid leave available or is eligible under Policy 5310. The employee must provide medical certification from a healthcare provider and receive approval from Human Resources. The employee’s position is protected during this time. At the conclusion of extended medical, employment within the District is available for those employees with a remaining paid leave balance.~~
- ~~Employees that have exhausted all FMLA, BA Medical, or Extended Medical Leave, are expected to return to work. If an employee is unable to return to work or medically unable to perform the duties of their job, a meeting will be scheduled with Human Resources to discuss next steps.~~

#### ~~5 years of consecutive service or more:~~

- ~~Extended Medical Leave may be granted up to an additional **60 working** days if employee has paid leave available or is eligible under Policy 5310. The employee must provide~~



## SECTION V: EMPLOYEES

## POLICY 5160

### FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE

~~medical certification from a healthcare provider and receive approval from Human Resources. The employee's position is protected during this time. At the conclusion of extended medical, employment within the District is available for those employees with a remaining paid leave balance.~~

- ~~• Employees that have exhausted all FMLA, BA Medical, or Extended Medical Leave, are expected to return to work. If an employee is unable to return to work or medically unable to perform the duties of their job, a meeting will be scheduled with Human Resources to discuss next steps.~~
- Non-FMLA Sick Leave may be requested for **employees with paid leave available**. The employee's position is not protected during this time. Medical certification from a physician or practitioner must be provided. Leave may be granted for any of the following:
  - Serious illness of self or immediate family. Immediate family is defined as father, mother, brother, sister, husband, wife, child (this includes foster child), grandparent, or grandchild and corresponding in-laws and step relatives..
  - Employee does not qualify for FMLA or BA Medical
  - Additional **60 working** days after FMLA or BA Medical has been exhausted. This could include days from the sick leave sharing bank, per Policy 5310 guidelines.

An employee may use no more than 120 sick days annually, to include the sick leave sharing bank, as excess sick days are banked for retirement purposes only.

In rare unique/critical circumstances, days may be extended with Leadership approval.

Employees that have exhausted all FMLA, BA Medical, or Non-FMLA Sick Leave, are expected to return to work. If an employee is unable to return to work or medically unable to perform the duties of their job, a meeting will be scheduled with Human Resources to discuss next steps.

	<u>FMLA</u>	<u>BA MEDICAL LEAVE</u>
<b>MEDICAL-INSURANCE BENEFITS</b>	<ul style="list-style-type: none"> <li><del>• FMLA is considered a mid-year qualifying event.</del></li> <li><del>• Employee may make changes to their medical insurance within 30 days of the effective date of leave.</del></li> </ul>	<ul style="list-style-type: none"> <li>• Employee cannot make changes to benefits</li> </ul>



## SECTION V: EMPLOYEES

## POLICY 5160

### FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE

<b>FBA (Flex-Benefit Allowance)</b>	<ul style="list-style-type: none"> <li>Employees continue to receive FBA whether in paid or unpaid status for duration of approved leave.</li> </ul>	<ul style="list-style-type: none"> <li>Employees continue to receive FBA whether in paid or unpaid status for duration of approved leave.</li> </ul>
<b>IN-LIEU-OF</b>	<ul style="list-style-type: none"> <li>Employees receive in lieu of while in paid status only.</li> </ul>	<ul style="list-style-type: none"> <li>Employees receive in lieu of while in paid status only.</li> </ul>
<b>REQUIREMENTS FOR LEAVE- USAGE</b>	<ul style="list-style-type: none"> <li>Employees must use all sick, personal, and vacation leave available.</li> </ul>	<ul style="list-style-type: none"> <li>Employees must use all sick, personal, and vacation leave available.</li> </ul>
<b>SICK LEAVE DONATIONS</b>	<ul style="list-style-type: none"> <li>Eligible employees may request donations per the Sick Leave-Donation Policy 5310.</li> </ul>	<ul style="list-style-type: none"> <li>Eligible employees may request donations per the Sick Leave-Donation Policy 5310.</li> </ul>
<b>UNPAID LEAVE</b>	<ul style="list-style-type: none"> <li>If employee is out beyond paid and/or donated leave, they will roll to unpaid status.</li> </ul>	<ul style="list-style-type: none"> <li>If employee is out beyond paid and/or donated leave, they will roll to unpaid status.</li> </ul>
<b>VACATION ACCRUAL</b>	<ul style="list-style-type: none"> <li>Employees receive continued accrual while in paid status.</li> <li>Vacation accrual stops when employee enters unpaid status.</li> <li>Accrual will begin when employee returns to work from leave (paid status)</li> </ul>	<ul style="list-style-type: none"> <li>Employees receive continued accrual while in paid status.</li> <li>Vacation accrual stops when employee enters unpaid status.</li> <li>Accrual will begin when employee returns to work from leave (paid status)</li> </ul>
<b>LEAVE OF ABSENCE</b>	<ul style="list-style-type: none"> <li>Not available to Support Employees</li> </ul>	<ul style="list-style-type: none"> <li>Not available to Support Employees</li> </ul>
<b>LEAVE- AVAILABILITY FOR MATERNITY /BONDING TIME</b>	<ul style="list-style-type: none"> <li>Sick — Employees may use for bonding time outside of medical diagnosis</li> <li>Personal</li> <li>Vacation</li> <li>Full Deduct</li> </ul>	<ul style="list-style-type: none"> <li>Sick — Employees may use for bonding time outside of medical diagnosis</li> <li>Personal</li> <li>Vacation</li> <li>Full Deduct</li> </ul>
<b>INTERMITTENT LEAVE</b>	<ul style="list-style-type: none"> <li>Employees may take FMLA leave intermittently taking leave in separate blocks of time for a single qualifying reason</li> </ul>	<ul style="list-style-type: none"> <li>Employees may take leave intermittently taking leave in separate blocks of time for a single qualifying reason</li> </ul>

Source: *Broken Arrow Board of Education policy adoption, July 13, 2009.*  
*Broken Arrow Board of Education policy revised, July 10, 2017.*  
*Broken Arrow Board of Education policy revised, November 12, 2018.*  
*Broken Arrow Board of Education policy revised, May 13, 2019.*



## **SECTION V: EMPLOYEES**

## **POLICY 5160**

FAMILY AND MEDICAL LEAVE / BA MEDICAL LEAVE

*Broken Arrow Board of Education policy revised, <DATE>.*



## SECTION V: EMPLOYEE POLICY5225

### DIRECT DEPOSIT OF PAYROLL

In the interests of economy and to provide its employees the convenience of having payroll funds available in their bank accounts on payday, the Board of Education has determined to have the net pay of all Broken Arrow Public Schools employees directly deposited in a specific banking institution account that is designated in writing by the employee.

Participation in the direct deposit program shall be mandatory ~~from [DATE]. Thereafter, all~~ All employees shall have their payroll wage payments disbursed through direct deposit to the financial institution of each employee's choice. Agreement to accept direct deposit of payroll funds shall be a prerequisite for new employment with the Broken Arrow Public Schools, (the "District"). ~~The Board may grant exemptions from this policy on such terms and conditions as it deems necessary.~~

Direct deposit forms shall be given to every current and new employee on which employees shall designate the financial institution and account information necessary for direct deposit. It shall be the duty of all current employees to submit their completed direct deposit forms to the ~~business HR office, by a date that will be specified by and communicated to them by the Board of Education.~~ business HR office. Should any current employee fail to submit a completed direct deposit form ~~by the date specified,~~ that employee shall receive a paper check which must be collected from the ~~business HR office~~ business HR office during non-work hours ~~or provide to the business office a self addressed stamped envelope for each pay period and submit new direct deposit information.~~ New employees must submit their completed direct deposit forms to the ~~business HR office~~ business HR office before receiving their first paycheck.

Direct deposit of payroll funds will be made in accordance with the District's payroll schedule for the current year. The District shall electronically provide each employee their direct deposit payroll advice that details payroll information by means that are not burdensome to the employee. No fee or assessment shall be charged to any employee because of the implementation and administration of the direct deposit program under this policy.

It shall be the responsibility of each employee to notify the District's ~~business payroll-~~ business payroll department of any changes to either the employee's designated bank account or banking institution that would affect direct deposit of funds ~~at least [NUMBER] of days~~ before the next scheduled payroll disbursement. ~~[Optional: Should an employee encounter a difficulty in obtaining a bank account for the direct deposit of payroll funds, the District's payroll department shall work with the employee to set up an account at the District's bank which will be designated as the employee's direct deposit account.]~~ offers a paycard election.

Reference: 70 OKLA. STAT. § 6-106.2

SOURCE: Broken Arrow Board of Education policy adoption, <DATE>.



## SECTION V: EMPLOYEES

## POLICY 5310

### SICK LEAVE SHARING BANK

The purpose of the sick leave sharing bank is to allow teachers and full-time employees of the District (pursuant to Okla. Stat. tit. 70, § 6-104) to donate to a leave sharing program. Employees may voluntarily transfer some of their sick leave into the bank to provide a pool of days from which qualifying members may request donations for a fellow district employee who is pregnant or recovering from childbirth or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or to terminate employment.

#### BANK MEMBERSHIP

**New Employee:** All eligible employees may become members of the sick leave sharing bank upon employment, provided they contribute one (1) day of sick leave equivalent to their position. For every consecutive year thereafter, employees will contribute one day to the bank to continue membership.

Members may not access sick bank days until the employee has been a member of the sick leave sharing bank for one (1) year.

**Annual Opt-In:** Eligible employees that did not enroll in the initial year or as a new hire will have the opportunity to participate in the sick leave sharing bank, by opting in during the annual enrollment period from October 1<sup>st</sup> to October 31<sup>st</sup> each year. Employees must contribute one (1) day of sick leave equivalent to their position. Sick Leave Sharing Bank Opt-In Forms will be submitted to the human resources department.

Members may not access sick bank days until the employee has been a member of the sick leave sharing bank for one (1) year.

Employees that were previously in the bank and chose to opt-out, will be required to be in the bank for one (1) year upon re-enrollment to access days. The number of years in the bank will not be bridged and will start new.

**Opt-Out:** Members will remain enrolled in the bank unless a Sick Leave Sharing Bank Opt- Out Form has been submitted to the human resources department. The opt out effective date will be June 30<sup>th</sup> of the current contract school year. Any days donated will remain the property of the bank.

Days given to the bank must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave for purposes of this program.

#### BANK GUIDELINES

The minimum number of days in the sick leave sharing bank shall be one hundred (100). Should the number of days drop below this minimum, each member shall be required to contribute another day in order to remain a member. The maximum amount of days a member will be asked to contribute in a year will be limited to two





## SECTION V: EMPLOYEES

## POLICY 5310

### SICK LEAVE SHARING BANK

(2) days. Any member who has no sick leave days accumulated when these days are assessed may remain a member for the remainder of the current school year and shall contribute two (2) days at the beginning of the next school year.

Days contributed or assessed become the property of the sick leave sharing bank and no longer count toward the individual member's accumulated or current sick leave.

Only qualifying members of the sick leave sharing bank may receive donations under this policy.

During his/her lifetime employment with the District, the employee shall be limited to the equivalent of two (2) requests from the sick leave sharing bank.

~~(2) requests from the sick leave sharing bank.~~

Employees that have previously used their limit of two (2) sick day donation requests will not be eligible to join the sick leave sharing bank.

Days requested from the bank will be for the current fiscal year and will end on June 30. An exception may be allowed for an employee to use any remaining days from their prior request, if the employee is out at the beginning of the next fiscal year for the same medical diagnosis.

Days cannot be used from the sick leave sharing bank until an employee exhausts all earned sick leave pursuant to Okla. Stat. tit. 70, § 6-104.

Donations from the sick leave sharing bank will not be permitted for employees who have been released to work for any portion of the work day.

#### HOW TO ACCESS DAYS

The employee will need to submit a Sick Leave Sharing Bank Request Form to the human resources department at least ten (10) days before to request use of days will be approved from the bank. With this request, you must attach a medical certification form from a licensed physician or healthcare practitioner verifying the severe or extraordinary condition of the employee or their relative, and the expected duration.

For purposes of this policy, the following definitions apply:

Relative of Employee: A spouse, child, or parent of the employee.

A "child" means a biological, adopted, foster or step child, a legal ward, and an individual with an in loco parentis relationship with the employee

Severe or Extraordinary: Serious, extreme, or life-threatening illness, injury, impairment or physical or mental condition, which will result in the disability for a continuous period of more than thirty (30) days. This includes temporary disability resulting from pregnancy, miscarriage, childbirth and recovery.

This does not apply to the bonding time outside of your medical diagnosis.

A "serious health condition" does not include short-term conditions



## SECTION V: EMPLOYEES

## POLICY 5310

### SICK LEAVE SHARING BANK

for which treatment and recovery are very brief.

Sick leave received by the bank will be paid at the daily rate of the receiving District employee. The sick leave received by a District employee from the bank will be maintained separately from all other leave.

#### USE OF DAYS

The number of days granted per request shall be based on the following tier system:

- 0-1 year of sick bank membership: Does not qualify
- 1-4 years of sick bank membership: Maximum of 30 days
- 5+ years of sick bank membership: Maximum of 60 days

Source: *Broken Arrow Board of Education policy adoption, July 22, 2002.*  
*Broken Arrow Board of Education policy revised, July 13, 2009.*  
*Broken Arrow Board of Education policy revised, June 9, 2014.*  
*Broken Arrow Board of Education policy revised, July 10, 2017.*  
*Broken Arrow Board of Education policy revised, May 13, 2019.*  
*Broken Arrow Board of Education policy revised, November 9, 2020.*  
*Broken Arrow Board of Education policy revised, <DATE>.*



## **SECTION V: EMPLOYEES**

## **POLICY 5320**

### **SOCIAL SECURITY ALTERNATIVE FOR PART-TIME EMPLOYEES**

~~Through an agreement with the Social Security Administration, the Board of Education has defined part-time employees as "those employees working less than 20 hours per week and/or who are not eligible for participation in the Oklahoma Teacher Retirement System." It is the policy of Broken Arrow Schools that part-time employees will not pay social security or have social security matched on their behalf by the district. Part-time employees will participate in an I.R.C. Section 3121 Social Security Alternative Plan.~~

Source: *Broken Arrow Board of Education policy adoption, October 7, 2002.*  
*Broken Arrow Board of Education policy revised, July 13, 2009.*  
*Broken Arrow Board of Education policy deleted, <DATE>.*

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Sick Leave

Sick leave will be provided to support employees at the rate of one (1) day of sick leave accrued per month of employment, depending on the length of their contract. For example, a support employee on a ten- month contract will accrue one (1) day of sick leave per month, for a total of ten (10) days sick leave accrued over the fiscal year. Pay for sick leave for support personnel is limited to the number of hours per day for which the employee is regularly employed. For example, a bus driver who works four

(4) hours per day will be paid for a maximum of four (4) hours of sick leave per day and that four (4) hours will constitute one day of sick leave for that employee.

Sick leave is interpreted as the time when personal illness, accidental injury or pregnancy or personal illness in the immediate family keeps an employee from being present to conduct his/her regular daily work. Immediate family is defined as father, mother, brother, sister, husband, wife, child (this includes foster child), grandparent, or grandchild and corresponding in-laws and corresponding step relatives.

If an employee is absent for three (3) or more consecutive days or requests a sick day immediately before or after a holiday, the district reserves the right to require acceptable evidence of sickness or injury before allowing sick leave benefits. If an employee fails to provide the requested documentation for their illness/injury, resulting in absences in excess of their annual sick leave accrual, this could be considered excessive absenteeism and a misuse of sick leave. Any misuse or use of sick leave for other purposes may result in disciplinary action or termination.

Sick leave may also be used for dental, physical and eye examinations for employee and dependents in the immediate family.

Support employees may use no more than 120 sick days annually, to include the sick leave sharing bank, as excess sick days are banked for retirement purposes only.

When the employee severs connection with the district for any reason, all his/her accumulated sick leave is cancelled. In the event of reemployment in the district within six (6) months, accumulated sick leave will be reinstated. If he/she is employed by another school district, his/her accumulated sick leave may be transferred to the receiving district up to sixty (60) days. Accumulated sick leave can be transferred into our district from another school district up to sixty (60) days.

Epidemics/Pandemics

Support employees who are full-time employees of the District, as determined by the standard period of labor which is customarily understood to constitute full-time employment for the type of services performed by the employee, and who are also employed a minimum of one hundred seventy-two (172) days, shall be entitled to pay for any time lost when school is closed on account of epidemics or otherwise when an order for such closing has been issued by a health officer authorized by law to issue the order.

For the 2021-2022 fiscal school year, a total of ten (10) COVID leave days may be given to each employee. A positive COVID test result must be provided to Human Resources.

Personal Business Leave



## SECTION V: EMPLOYEES

## POLICY 5345

### SUPPORT PERSONNEL LEAVE AND WORK SCHEDULE

The district shall provide for all support personnel three (3) days of unrestricted personal business leave per school year. If hired within a school year, this amount will be prorated according to hire date.

Personal days may be taken only after ninety (90) calendar days of employment with the district, except in extenuating circumstances with prior supervisor approval. Requests for personal leave shall be made in advance of time needed, when possible. Personal leave may not be used before or after a holiday, except with prior supervisor approval.

Support employees will have the option of either rolling over their unused personal business leave days to sick leave or receiving payment at the non-certified substitute rate for each unused personal business leave day.

An additional three (3) days of personal business leave with full pay can be utilized each year for military family leave. Formal documentation of the occasion (graduation, deployment, return to stateside, etc.) must be provided to human resources at least five (5) business days in advance of the absence. Proof of attendance shall be given to the site principal or supervisor upon return. This leave may be utilized for immediate family members. For this purpose, immediate family member is defined to be husband, wife, son, daughter, mother, father, brother, sister, foster children, grandparent, grandchild, and corresponding in-laws and/or step-relatives.

#### Breastfeeding

~~For up to one (1) year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break time each day to express breast milk for her child. The break time, if possible, shall run concurrently with any break time, paid or unpaid, already provided to the employee.~~

~~Each building administrator will designate a private area, other than a restroom, where an employee can express breast milk. The designated area shall be a space where intrusion from co-workers, students and the public can be prevented, and one where an employee who is using this area can be shielded from view.~~

~~Time required for breastfeeding breaks is considered unpaid time under the Fair Labor Standards Act. An employee may make up the time taken for such breaks by designating a lunch period as a breastfeeding break, adjusting her work schedule with the approval from her supervisor to make up the time taken for breastfeeding breaks, using personal leave for time used for breastfeeding breaks, or opting for leave without pay for time used for breastfeeding breaks.~~

#### Lactation

The purpose of this policy is to provide school district employees who are lactating with accommodations should they desire to express breast milk during the workday while separated from their newborn child.

The board of education shall provide any employee who is lactating reasonable paid break time each day to use a designated lactation room for the purpose of maintaining milk supply and comfort. The break time may run concurrently with any break time, paid or unpaid, already provided to the employee.

The board shall make a reasonable effort to designate a private, secure and sanitary room or other location, other location, other than a toilet stall, where an employee can pump or express her milk or breastfeed her child. The designated area shall be a space where intrusion from co-workers, students, and the public can be prevented, and one where an employee who is using this area can be shielded from view.

#### Bereavement Leave



# SECTION V: EMPLOYEES

# POLICY 5345

## SUPPORT PERSONNEL LEAVE AND WORK SCHEDULE

All support employees will be granted bereavement leave as follows:

- Five (5) days: In the event of the death of a spouse, child, parent, or corresponding in-laws or corresponding step relatives.
- Three (3) days: In the event of the death of a sister, brother, grandparent, grandchild, or corresponding in-laws or corresponding step relatives.
- One (1) day: In the event of the death of an aunt, uncle, niece, nephew, or corresponding in-laws or corresponding step relatives.

Bereavement leave may be taken any time within thirty (30) days of the death of the relative. Days do not have to be taken in consecutive order.

The District reserves the right to require proof of the death before allowing bereavement leave.

### Military Leave

It is the policy of the district to provide leave for support employees who are a component of the armed forces in the United States including members of the National Guard, when that support employee is ordered by proper authorities to active duty or service. Military leave shall be without loss of status, pay, or benefits during the first thirty (30) calendar days or the first thirty (30) regularly scheduled work days for support employees, or not to exceed two hundred forty (240) hours, of such leave of absence in any federal fiscal year. The district will also comply with all other rights guaranteed understate and federal law.

### Vacation Leave

Full-time employees who are contracted and working twelve (12) calendar months, are entitled to vacation. Vacation must be requested three (3) days in advance of the time needed and requires supervisor approval. In extenuating circumstances, the supervisor may approve vacation without prior notice, if it does not interfere with the operations of the district. Employees who work less than full-time assignments are not eligible to receive vacation benefits.

Employees may accrue a maximum of 240 hours (30 days). No further vacation time will be earned until the employee has used vacation time to reduce the number of accrued hours below 240 (30 days).

Employees on unpaid leave do not accrue vacation benefits.

Unless otherwise provided by an employee's contract, upon termination of employment, each employee shall be entitled to be paid for all accrued unused vacation days at the employee's daily rate for the current school year.

Vacation will accrue from the first month of employment. Vacation will begin to accrue on the last Monday of the month following start date.

To facilitate a smooth transition in staffing, vacation time shall not be taken during the notice period prior to voluntary employment termination, unless an emergency situation is documented. Such exceptions require approval by the Human Resources department. Employees in full-time assignments shall be allowed vacation time annually according to the following schedule:

Years of Service	Vacation Accrual Rate (Days Earned per Month)	Maximum Vacation Days Earned per Year
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## SECTION V: EMPLOYEES

## POLICY 5345

### SUPPORT PERSONNEL LEAVE AND WORK SCHEDULE

0 through less than 1 year	.50	6
1 through less than 5 years	1.00	12
5 through less than 10 years	1.25	15
10 through less than 15 years	1.50	18
15 through less than 20 years	1.75	21
20 years and over	2.00	24

If an employee transfers to a twelve (12) month position and is eligible for vacation, previous years of service will be awarded for those years an employee worked in a nine (9) month position with a minimum of thirty (30) hours per week.

#### Meal Breaks

Meal breaks for non-exempt staff are intended to be a minimum of 30 minutes in length. It is required that the employee be relieved from duty and take the meal break away from their immediate work area. Should exceptions occur in which the employee must return to duty prior to completion of the meal break, or should the employee be unable to be relieved from duty, said employee will immediately notify the supervisor and obtain approval for the exception.

Source: *Broken Arrow Board of Education policy adoption, July 10, 2017.*  
*Broken Arrow Board of Education policy revised, December 11, 2017.*  
*Broken Arrow Board of Education policy revised, June 25, 2018.*  
*Broken Arrow Board of Education policy revised, November 12, 2018.*  
*Broken Arrow Board of Education policy revised, November 4, 2019.*  
*Broken Arrow Board of Education policy revised, August 9, 2021.*  
*Broken Arrow Board of Education policy revised, <DATE>.*



## **SECTION V: EMPLOYEES**

## **POLICY 5350**

### **SUSPENSION, DEMOTION, TERMINATION OR NON-REEMPLOYMENT OF SUPPORT EMPLOYEES**

#### Definitions

1. "Support Employee" shall mean an employee of the School District who provides those services, not performed by professional educators or licensed teachers, which are necessary for the efficient and satisfactory functioning of the School District.
2. "Full-time Support Employee" shall mean a support employee who regularly works the standard period of labor which is generally understood to constitute full-time employment for the type of services performed by the employee and who is employed by the School District for a minimum of 172 days per year.
3. "Suspension without pay" shall mean the temporary denial of a support employee's right to work and receive any pay and other benefits during the term of the suspension. "Suspension without pay" may be as a disciplinary measure as provided in *Procedures for Suspensions Without Pay, Terminations and Demotions* below, or as a suspension pending investigation as provided in paragraph *Procedures for Suspensions Without Pay, Terminations and Demotions* below. If a final decision is made under the procedures stated below that a suspension without pay was improper, the support employee shall receive full pay and other benefits for the period of suspension.
4. "Suspension with pay" may occur in those situations in which the superintendent or his designee, or a supervisor of the support employee perceives a significant hazard in keeping the support employee on the job, in which event the support employee may be asked to immediately leave the School District's premises and the support employee is temporarily relieved of his duties pending a hearing under paragraph 4, below.
5. "Demotion" shall mean a reduction in pay during the term of the support employee's contract. "Demotion" shall not mean a change in job description or work assignment or duties.
6. "Termination" shall mean the discharge of the support employee from his/her employment with the School District during the term of his/her contract and does not include the cessation of employment upon expiration of the support employee's contract.
7. "Non-reemployment" shall mean the failure to offer a support employee a new contract for the next successive school year after the contract under which the support employee is presently employed has expired.

#### Policy on Suspension, Demotion, Termination or Non-reemployment of Full-Time Support Employees

A full time support employee who has been employed by the School District for more than one year shall be suspended, demoted, terminated or non-reemployed during the term of his/her contract only for cause as provided in this policy. In addition to the definition of cause stated in section 3 of this





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Policy, "cause" shall also specifically include lack of funds or lack of work. Any support employee who has been employed by the School District for less than one year (12 months) is not entitled to invoke the procedures of this policy and such employee's contract can be terminated at any time without cause.

#### Cause for Suspension, Demotion, Termination or Non-reemployment

1. A support employee may be suspended, demoted, terminated or non-reemployed during the term of his/her contract for any of the following:
  - Violation of any rule, regulation or requirement issued by the Office of the Superintendent or Board of Education of the School District; or
  - Conduct not otherwise specified in the above rules, regulations or requirements which constitutes insubordination, neglect of duty, incompetency in job performance, dishonesty, or causing or allowing damage, destruction or theft of school property.
2. The rules, regulations and requirements referred to above shall be posted in a prominent place at each work location or otherwise communicated in writing to all support employees. The rules, regulations and requirements, which may be revised from time to time, shall state that violation of the rules, regulations and requirements may result in suspension, demotion, termination or non-reemployment during the term of his/her contract.

#### Procedures for Suspensions Without Pay, Terminations and Demotions

1. Any full-time support employee is subject to disciplinary action in the form of a suspension without pay, demotion or termination. Prior to instituting any such disciplinary action, the full-time support employee shall receive the following hearing rights:
  - The superintendent of schools or his designee shall orally advise the support employee of the cause or basis for the proposed disciplinary action;
  - The superintendent of schools or his designee shall explain to the support employee the evidence against the support employee;
  - The superintendent of schools or his designee shall allow the support employee an opportunity to present his side of the matter.
2. After the support employee is afforded the above hearing rights, the superintendent of schools or his designee may take any of the following actions:
  - Suspension without pay for ten (10) working days or less as a disciplinary measure;
  - Suspension without pay pending investigation as to whether cause exists for the termination of the support employee;
  - Demotion of the support employee;
  - Termination of the support employee;
  - Conclude that no disciplinary action is appropriate.
3. If a support employee is suspended without pay pending an investigation as to whether termination is appropriate, then, within five (5) working days after the effective date of the



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suspension without pay, such investigation must be completed and the superintendent or his duly authorized designee shall afford the support employee a second hearing with the same hearing rights as set forth in paragraph 4.a., above. After the second hearing, the support employee shall either be reinstated, with back pay and other benefits, suspended without pay further as a disciplinary measure (not to exceed a total of 10 working days including the initial days of suspension without pay), demoted or terminated.

4. The support employee shall have the right to appeal to the Board of Education a suspension without pay as a disciplinary measure, a demotion or a termination as set forth in the Procedures for Appeal to the Board of Education in section below.

#### Procedures for Non-reemployment

Prior to being non-reemployed, a full-time support employee who has been employed by the School District for more than one (1) year shall be entitled to the following hearing rights:

1. The board of education or the superintendent of schools or his designee shall advise the support employee, in writing, of the board's intention to consider and act on the non-reemployment of the support employee for the subsequent fiscal year;
2. The written notification shall set out the cause(s) for such action;
3. The support employee shall have the right to contest his non-reemployment before the Board of Education as set forth in the Procedures for Appeal to the Board of Education in section below.

#### Procedures for Appeal to the Board of Education

1. After any suspension without pay as a disciplinary measure, or prior to the effective date of any demotion, termination during the term of his/her contract or non-reemployment, the support employee shall receive notice of his/her right to a hearing before the Board of Education as herein provided.
2. All notices shall be sent to the support employee by certified mail at the address of the support employee shown on the school records. If the support employee refuses to accept the notice or fails or refuses to pick up the notice after being notified by the post office to do so, then the support employee shall be deemed to have received the notice on the date that the notice was postmarked. The notice shall contain the information provided in the form attached hereto. The postmark shall be used to determine the timeliness of the notice.
3. A support employee who has been notified in writing of his/her suspension without pay as a disciplinary measure, demotion or termination during the term of his/her contract or non-reemployment may notify the Clerk of the Board of Education of the School District within ten (10) working days of the postmark on the notice if the support employee desires a hearing before the Board of Education. If the support employee fails to notify the Clerk of the Board of



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Education of the School District in writing within ten (10) working days of the postmark on the notice that the support employee requests a hearing, the support employee shall be deemed to have waived the right to a hearing and the suspension without pay as a disciplinary measure, demotion or termination action shall be final and, in the case of a non-reemployment, the board may take final action to non-reemploy the employee without further notice or hearing rights.

#### **4. Hearing before Board of Education:**

- Upon timely notice as set forth above, the support employee shall be entitled to a hearing before the Board of Education. The hearing shall be conducted at the next, or next succeeding, regularly scheduled meeting of the Board of Education if the request for the hearing was received at least ten (10) days prior to the next, or next succeeding, regularly scheduled Board of Education meeting. At the request of the support employee or at the discretion of the Board of Education, the Board of Education shall call a special meeting to conduct the requested hearing, which special meeting shall be held no earlier than ten (10) days no later than thirty (30) days after receipt of the support employee's request.
- At the hearing before the Board of Education, the support employee shall be entitled to be represented by counsel, to cross-examine witnesses presented by the School District, to present witnesses on his/her behalf and to present any relevant evidence or statement which the support employee desires to offer. The hearing shall be conducted in "open" session. The hearing shall commence with a statement to the support employee of his rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the support employee's suspension without pay as a disciplinary measure, demotion, termination or non-reemployment. The burden of proof shall be upon the school administration. The support employee shall then have the right to present his/her side of the matter. After both the school administration and the support employee have fully presented their respective positions, the Board of Education shall deliberate on the evidence in executive session. The Board of Education shall announce its findings and decision immediately in open session by individual voice vote. The decision shall be made by a majority of the Board of Education members present at the meeting.
- As to suspension as a disciplinary measure, demotion or termination, the Board of Education may affirm, modify or reverse the action taken against the support employee, including increasing or decreasing the severity of the original action. ~~As to~~ As to non-reemployment, the Board may reemploy or non-reemploy the employee for the subsequent fiscal year.
- The decision of the Board of Education at the hearing shall be final and non-appealable.

#### Miscellaneous

This policy shall be effective immediately upon adoption by the Board of Education and shall supersede all previous policies regarding the subject matter contained herein. The Board of Education reserves the right to modify or amend this policy from time to time in any manner consistent with applicable law.



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Nothing contained in this policy shall prevent the Board of Education from acting on its own volition in matters pertaining to suspension, demotion, dismissal or nonrenewal of support employees.

#### SUPPORT EMPLOYEE RULES AND REGULATIONS

A support employee may be suspended, demoted, terminated or non-reemployed for violation of any of the following Rules and Regulations:

1. Falsification of personnel or other records.
2. Unexcused failure to be at work station at starting time.
3. Leaving work station without authorization prior to lunch periods, or end of work day.
4. Abandonment of job (3 or more consecutive or non-consecutive absences in a rolling ~~6-month~~6-month period without following the proper reporting procedures).
5. Unapproved or excessive absenteeism.
6. Chronic absenteeism for any reason.
7. Unapproved or excessive tardiness
8. Chronic tardiness.
9. Wasting time or loitering during working hours.
10. Leaving work area during work hours, without permission, for any reason.
11. Possession of weapons on school premises<sup>1</sup> ~~or in school district vehicles or while on duty, provided, however, that Support personnel with a valid handgun license pursuant to the Oklahoma Self Defense Act may possess a handgun in a school district parking lot, provided, however, said handgun must be stored and hidden from view in the employee's locked motor vehicle when the vehicle is left unattended on school property pursuant to Oklahoma law.~~
12. Removing school district property or records from school district premises without proper authority.
13. Willful abuse, misuse, defacing, or destruction of school district property, including tools,

<sup>1</sup> Support personnel who are either (a) over the age of twenty-one (21) or (b) who are a military member or veteran and over age eighteen (18) may possess a firearm in the school parking lot but that weapon must be stored in the employee's vehicle pursuant to Oklahoma law.



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equipment, or property of other employees.



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14. Theft or misappropriation of property of employees, students or of the school district.
15. Sabotage.
16. Distracting the attention of others.
17. Refusal to follow instructions of supervisor.
18. Refusal or failure to do work assignment.
19. Unauthorized operation of machines, tools, or equipment.
20. Threatening, intimidating, coercing or interfering with employees or supervisors.
21. Threatening, intimidating, coercing or exploiting students or others connected with the district.-
22. The making or publishing of false, vicious, or malicious statements concerning any employee or supervisor.
23. Creating a disturbance on school premises including but not limited to engaging in quarrelsome behavior and fighting.
24. Creating or contributing to unsanitary conditions.
25. Actions or omissions that jeopardize the health, safety, life, or property of self or others.
26. Practical jokes injurious to other employees, students or school district property.
27. Possession, consumption, or reporting to work under the influence of beer, alcoholic beverages (including wine), non-prescribed drugs, or controlled dangerous substances.
28. Disregard of known safety rules or common safety practices.
29. Unsafe operation of motor driven vehicles or equipment.-
30. Operating machines or equipment without using the safety devices provided.
31. Gambling, lottery, or any other game of chance on school district property.



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32. Unauthorized distribution of literature, written or printed matter of any description on school district property.
33. Posting or removing notices, signs, or writing in any form on bulletin boards of school district property at any time without specific authority of the administration.
34. Poor workmanship.
35. Immoral conduct or indecency including abusive and/or foul language.
36. Excessive personal calls during working hours, except for emergencies. This includes incoming and out-going calls.
37. Walking off job.
38. Clocking in or out another employee's time card or time sheet.
- ~~39. Smoking, using tobacco or tobacco products, or using vapor products and/or devices, or products that mimic tobacco or vapor products on school district property or in any school district vehicle. (also see Policy # 2170 Tobacco on School District Property)~~
39. Smoking or using tobacco products in an unauthorized area, including the use of e-cigarettes, personal vaporizers and other similar devices, regardless of whether those devices are used with cartridges containing nicotine.
40. Refusal of job transfer, if the transfer does not result in a demotion.
41. Abuse of "breaks" (rest periods) or meal period policies.
42. Insubordination of any kind.
43. Dishonesty of any kind, including withholding pertinent information from a supervisor.
44. Wrongdoing of any kind
45. Violation of a law or regulation
46. Sexual harassment of an employee, a student or a third party such as a patron or vendor.
47. Engaging in discriminatory conduct (including discrimination based on race, religion, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, disability, genetic information, veteran status, or age) against an employee, student, or third party.



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48. Violation of a policy or rule enacted to ensure orderly and proper job performance or for the safety of self or others.
49. Misuse or abuse of any school district leave policy or guidelines.
50. Any intentional act or omission which constitutes a material or substantial breach of job duties, responsibilities or obligations.
51. Any conduct which the employee knew or should have reasonably known was a violation of school rules or policies.
52. When it is in the best interest of the school district, any support personnel may be suspended, demoted, terminated or non-reemployed.

53. Because of the substantial difficulty of retaining competent support employees on a temporary basis over an extended period of time, a support employee shall be subject to termination or non--reemployment for ~~physical~~ inability to perform the essential job requirements if the employee is unable due to illness or accidental injury to return to work for his or her regularly scheduled hours and to perform all of the essential duties of the position within 12 work weeks or the number of work days equal to the employee's total accumulated sick leave days, whichever is longer, measured from the date of the first absence due to the condition resulting in the extended absence. The administration may, in its discretion, extend additional unpaid leave as an accommodation of a disability.~~illness or injury.~~

53-54. Unauthorized access of a computer, mobile phone or website.

Source: *Broken Arrow Board of Education policy adoption, July 13, 2009.*  
*Broken Arrow Board of Education policy revised, December 8, 2014.*  
*Broken Arrow Board of Education policy revised, November 9, 2020.*  
*Broken Arrow Board of Education policy revised, <DATE>.*





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## **POLICY 5355**

### **SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS**

#### 1. Definitions and Scope

- A. "Teacher" means a duly certified or licensed person who is employed to serve as a counselor, librarian, school nurse, or any instructional capacity. An administrator shall be considered a "teacher" only with regard to service in an instructional, non-administrative capacity.
- B. "Dismissal" means the discontinuance of the teaching service of a teacher during the term of a written contract.
- C. "Non-reemployment" means the nonrenewal of a teacher's contract upon expiration of the contract.
- D. "Suspension" means the temporary discontinuance of a teacher's services during the term of a contract pending dismissal or non-reemployment.
- E. "Career teacher" means a teacher who:
  - i. was employed by the District prior to the 2017-2018 school year and has completed three (3) or more consecutive complete school years in such capacity in the District under a written teaching contract; or
  - ii. was first employed by the District during or after the 2017-2018 school year under a written teaching contract and:
    - completed three (3) consecutive, complete school years in the District and has an evaluation rating of "superior" for at least two (2) of those years; or
    - completed four (4) consecutive, complete school years in the District with averaged rating of "effective" or higher for the four (4) year period with ratings of at least "effective" for the last two (2) of the four (4) years; or
    - completed four (4) consecutive, complete school years in the District and was granted career status by the board of education after the applicable principal and superintendent petitioned the board to grant the teacher career status. (The principal's petition must specify the facts which support granting career status.)
- F. "Probationary teacher" means a teacher who:
  - i. was employed by the District prior to the 2017-2018 school year and has completed fewer than three (3) consecutive, complete school years in such capacity in the District under a written teaching contract; or



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### SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS

- ii. was employed by the District during or after the 2017-2018 school year under a written teaching contract and has not met the requirements to be a career teacher as described above.
- G. “Abandonment of contract” means a teacher’s failure to report at the beginning of the contract term or otherwise perform the assigned duties when the teacher has accepted other employment or is performing work for another employer that prevents the teacher from fulfilling the obligations of the employment contract.
- H. This policy does not apply to:
- i. substitute teachers,
  - ii. adult education teachers or instructors,
  - iii. nonrenewal of teachers employed on temporary contracts for a complete year;
  - iv. nonrenewal and dismissal of teachers employed on temporary contracts for less than a complete school year.
  - v. administrators, except with regard to service in an instructional, non-administrative position.
- I. This policy does apply to teachers employed in positions *fully funded* by federal or private categorical grants in regard to dismissals or suspensions during the term of employment under the grant, but not in regard to "non-reemployment" at the expiration of the grant.
2. Grounds for Dismissal or Non-Reemployment
- A. A career teacher may be dismissed or not reemployed for:
- i. willful neglect of duty,
  - ii. repeated negligence in performance of duty,



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### SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS

- iii. incompetency,
  - iv. unsatisfactory teaching performance,
  - v. instructional ineffectiveness (starting in 2017-2018 this includes but is not limited to being evaluated as “needs improvement” or lower for 3 consecutive years),
  - vi. mental or physical abuse to a child,
  - vii. commission of an act of moral turpitude,
  - viii. abandonment of contract,
  - ix. criminal sexual activity or sexual misconduct (as those terms are defined by law) which has impeded the effectiveness of the teacher's performance of school duties,
  - x. failure to meet local school board staff development requirements (non-reemployment only),
  - xi. engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate, or
  - xii. any other grounds hereafter allowed by law.
- B. A career teacher shall be dismissed or not reemployed for
- i. conviction of a felony,
  - ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions, or
  - iii. instructional ineffectiveness. Starting in 2017-2018, this includes teachers with an ineffective rating for 2 consecutive school years. Although the law permits the board to approve a superintendent's recommendation that ineffective teachers be retained, the board will not approve such recommendations.
- C. A probationary teacher may be dismissed or not reemployed for cause, including but not limited to engaging in acts which could form the basis of criminal charges sufficient to result in denial/revocation of a teaching certificate. Starting in 2017-2018, cause includes, but is not limited to, an ineffective rating for 2 consecutive school years or failure to obtain career status in 4 years.
- D. A probationary teacher shall be dismissed or not reemployed for



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### **SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS**

- i. conviction of a felony,
  - ii. conviction of any sex offense subject to Oklahoma's Sex Offenders Registration Act or another state's or the Federal Sex Offender Registration Provisions,
- E. A cause listed 2A(i) - (v) for a career teacher, or any cause related to inadequate teaching performance for a probationary teacher, shall not be a basis for a recommendation to dismiss or not reemploy a teacher unless corrective action procedures involving admonishment / plan for improvement have been followed. Dismissal or non-reemployment for any cause not listed in 2A(i) - (v) for a career teacher, or not related to inadequate teaching performance for a probationary teacher, shall not require corrective action procedures (i.e. admonishment) to be followed.
- F. Corrective Action – Admonishment / Plan for Improvement
- i. When an evaluator who has evaluated a teacher pursuant to District policy identifies poor performance, conduct or an evaluation rating which the evaluator believes may lead to a recommendation for the teacher's dismissal or non-reemployment, the evaluator shall:
    - admonish the teacher, in writing, and make a reasonable effort to assist the teacher in correcting the poor performance or conduct; and
    - establish a reasonable time for improvement, not to exceed two (2) months, taking into consideration the rating on the evaluation or the nature and gravity of the teacher's performance or conduct.
  - ii. Whenever a member of the board of education, superintendent, or other administrator identifies poor performance or conduct that may lead to a recommendation for dismissal or non-reemployment of a teacher, the evaluator who has responsibility for evaluation of the teacher shall be informed and shall admonish the teacher as described above. If the evaluator fails or refuses to admonish the teacher within ten (10) days after being informed of the problem, the board, superintendent or other administrator who identified the problem shall admonish the teacher.
  - iii. If the teacher does not correct the poor performance or conduct cited in the admonishment within the time specified, the admonishing official shall make a recommendation to the superintendent for the teacher's dismissal or non-reemployment. The superintendent shall furnish a copy of the recommendation to the board of education.



### **SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS**

- iv. The District will not prohibit, or take disciplinary action against, a teacher for:
  - a. Disclosing public information to correct what the teacher reasonably believes evidences a violation of the Oklahoma Constitution or law or rule promulgated pursuant to law;
  - b. Reporting a violation of the Oklahoma Constitution, or state or federal law; or
  - c. Taking any of the above actions without giving prior notice to the teacher's supervisor or anyone else in the teacher's chain of command.

Reporting means providing a spoken or written account to a supervising teacher, administrator, school board member, representative from the State Department of Education, law enforcement official, District attorney and/or parent or legal guardian of a student directly impacted by the actions.

The District may discipline any teacher who violates a student or parent/legal guardian's confidentiality rights and protections pursuant to the Family Educational Rights and Privacy Act (FERPA) and any other state or federal law which requires confidentiality of information concerning students.

### **3. Procedures for Dismissal or Non-reemployment**

#### **A. Commencement of Action**

- i. Whenever the superintendent determines that cause exists for a District teacher's dismissal or non-reemployment, the superintendent shall submit a written recommendation to the board of education. The recommendation shall state the specific ground(s) (statutory grounds, in the case of a career teacher) and specify the underlying facts on which the recommendation is based.
- ii. In the absence of a recommendation from the superintendent pursuant to this section, or when the board of education chooses not to accept the superintendent's recommendation as to reemployment of a teacher, the board may initiate dismissal or non-reemployment action without a recommendation provided that it adheres to the other provisions of this policy and that the corrective action procedures, if applicable, have been followed.

#### **B. Suspension**

Whenever the superintendent believes cause exists for a teacher's dismissal and that the immediate suspension of the teacher would be in the best interests of students, the superintendent, or the board of education on the recommendation of the superintendent, may suspend the teacher without notice or hearing. The suspension

**SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS**

shall not deprive the teacher of any teaching compensation or other benefits to which he/she would otherwise be entitled under the teaching contract or law. Within ten (10) days after the suspension becomes effective, the board of education shall initiate a hearing for dismissal pursuant to this policy. However, in a case involving a criminal charge or indictment, such suspension may extend to such time as the teacher's case is finally adjudicated, except such extension shall not include any appeal process.

**C. Notice and Hearing**

- i. Prior to taking action to dismiss or non-reemploy a teacher, the board clerk or designee shall deliver a copy of the recommendation (or comparable statement of the grounds and underlying facts if the board is acting on its own volition) and notice of hearing rights to the affected teacher. The notice shall contain the date, time, and location of the hearing and shall be delivered by (i) certified mail, restricted delivery, return receipt requested; (ii) personal delivery, with a signed acknowledgment of receipt from the teacher; or (iii) process server. Delivery must be made to the teacher prior to the first Monday in June for a non-reemployment. The hearing shall be held between 20 and 60 days from the teacher's receipt of the hearing notice.
- ii. The teacher hearing before the board of education shall be conducted pursuant to procedures established by the State Department of Education. In the absence of or to the extent not inconsistent with those procedures, the hearing shall be conducted as prescribed in the paragraphs below.
- iii. The hearing shall commence with a statement to the teacher of the teacher's rights at the hearing. Following this statement, the school administration shall present facts showing the cause for the teacher's dismissal or non-reemployment. The teacher shall then have the right to present the teacher's side of the matter. After both the school administration and the teacher have fully presented their respective positions, the board of education shall deliberate on the evidence regarding the teacher's dismissal or non-reemployment in executive session.
- iv. At the hearing, the teacher shall be entitled to be represented by counsel, to cross-examine witnesses presented by the school administration, to present witnesses on the teacher's behalf and to present any relevant evidence or statement which the teacher desires to offer. The burden of proof for any dismissal or non-reemployment shall be on the superintendent (or designee), and the standard of proof shall be a preponderance of the evidence.
- v. After due consideration of the evidence and testimony presented at the teacher's hearing, the board shall vote, in open session, on the following:



### SUSPENSION, DISMISSAL, AND NON-REEMPLOYMENT OF TEACHERS

(1) findings of fact based on the evidence submitted and (2) whether to dismiss or non-reemploy the teacher. The decision shall be made by a majority of the board of education members present at the meeting and shall be final and non-appealable

The motion to dismiss or non-reemploy the teacher should state the specific cause for dismissal or non-reemployment, although such cause need not be a statutory cause for a probationary teacher.

- vi. The teacher shall be sent notice of the board's decision by certified mail, restricted delivery, return receipt requested, or substitute process. The notice shall state the basis for the board's decision.
- vii. The teacher shall receive any compensation or benefits to which the teacher is entitled until such time as the board's decision is final. If the teacher's hearing is for non-reemployment, and not for dismissal, the teacher's compensation and benefits may continue only until the end of the teacher's current contract.

#### D. Criminal Matters

Whenever the superintendent (or board) makes a recommendation for a teacher's termination based on conduct which could form the basis of criminal charges sufficient to warrant revocation of the teacher's certificate, the superintendent shall forward a copy of the recommendation to the Oklahoma State Department of Education and the teacher at the conclusion of any due process provided to the teacher or upon acceptance of the teacher's resignation.

#### 4. Teachers with a Suspended Certificate

A teacher whose certificate has been suspended by the State Board of Education pursuant OKLA. STAT. tit. 70, Section 3-104 and OKLA. STAT. tit. 75, Sections 314 and 314.1 shall be placed on paid suspension while proceedings for revocation or other action are pending before the State Board of Education. During the time the teacher's certificate is suspended, the District may initiate due process procedures in accordance with OKLA. STAT. tit. 70, Section 6-101.20 et. seq.

Reference: 70 O.S. §6-101, OAC 210-1-5-8

Source: *Broken Arrow Board of Education policy adopted, November 12, 2018.*  
*Broken Arrow Board of Education policy revised, <DATE>.*